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RECORDATION REQUESTED BY:

MB Financial Bank, N.A. Korean Banking Lincolnwood 6401 North Lincoln Avenue Lincolnwood, IL 60712

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 6111 N. River Rd. Rosemont, IL 60018



Doc#: 1317834017 Fee: \$48.25 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 06/27/2013 08:24 AM Pg: 1 of 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
N. SANTIAGO/LN #282432/10 #28130
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

IL 60712 (referred to below as "Lender").

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated May 10, 2013, is made and executed between CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED NOVEMBER 6, 1989 A/K/A TRUST NO. 109506-08, whose address is 10 S. LASALLE ST., #3100, CHICAGO, IL 60603 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6401 North Lincoln Avenue, Lincolnwood,

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 5, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated as of May 5, 2003 (the "Mortgage") executed by Chicgao Title Land Trust Company as successor Trustee to LaSalle Bank National Association, not personally, but as Trustee u/t/a dated November 6, 1989 a/k/a Trust No. 109506-08 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on July 11, 2003 as document no. 0319226252 and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on on July 11, 2003 as document no. 0319226253, futher modified by a Modification of Mortgage recorded on July 22, 2008 as document no. 0820415041, Modification of Mortgage recorded on June 24, 2009 as document no. 0917522058, Modification of Mortgage recorded on July 15, 2010 as document no. 1019616027 and Modification Mortgage recorded July 26, 2012 as document no.1220822125.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in COO County, State of Illinois:

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4215276

FURTHERANCE OF THIS AGREEMENT.

Page 2

LOTS 16 AND 17 IN BLOCK 60 IN KAISER AND COMPANY'S BRYN MAWR AVENUE ADDITION TO ARCADIA TERRACE BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE NORTH SHORE CHANNEL OF SANITARY DISTRICT OF CHICAGO, (EXCEPT STREETS), IN TOWNSHIP 40, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3306-10 W BRYN MAWR AVE., CHICAGO, IL 60659-4510. The Real Property tax identification number is 13-02-431-032-0000 AND 13-02-431-033-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirely as follows: The word "Note" means, individually and collectively, (i) that certain Promissory Note dated May 10, 2013 in the original principal amount of \$144,000.00 executed by Borrower payable to the order of Lender, and (ii) that certain Promissory Note dated April 28, 2013 in the original principal amount of \$264,465.10 executed by Borrower payable to the order of Lender, all as amended, supplemented, modified or replaced from time to time.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lende, to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification, but also to all such subsequent actions.

WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

- (1) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE DELIVERED RELATED TO THIS AGREEMENT OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT RELATED THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY;
- (2) EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, AND ANY CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING
 THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4215276

Page 3

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 10, 2013.

GRANTOR:

CHICAGO	TITLE LAND TR	UST COMPAN'	Y, NOT PERSO	DNALLY, i	BUT AS
TRUSTEE	U/T/A DATED	NOVEMBER (5, 1989 A /K	ZA TRUS	ST NO.
109506-08	3				
ву:	IC CO	Chrietin	ne C. Young	Trust	Offic
LAND	TRUST OFFICE				
LENDER:	O	1			

MB FINANCIAL BANK, N.A.

Authorized Signer

It is expressly understood and acrosed by and between the parties hereto, anything to the contrary notwith standing that each and all of the warranties in the proceed class, covenants, undertakings and agreements herein inche on the part of the Trustee with the control of the warranties, indemnities, representations, covered to Leare nevertibless each and every one of them, made and intended not a undertakings and with the ersonal warrantes of the Prostions, covening, undertakings and agreements by the Trustee or for the Trustee personally but are made and intended for the purpose of binding Durpose or with its inly that portion of ... accorded acrain, and this instrument is executed and delivered by raid Trustee not in its or . in the excercise of the powers conferred upon it as such Trustee; and that no stay is assumed by nor shall at any time be asserted or enforceable against the undersigned land liquidity on eccount of this instrument or on account of any warranty, indemnity representation, coverant or agreement of the said Trustee in this instrument contained, either expressed or implied all such personal hability. If any horizo expressly waived and released.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4215276	(Continued)	Page 4
	TRUST ACKNOWLEDGMENT	4
Public, personally at peared LA LAND TRUST COMPANY. NOT TRUST NO. 109506-08, and ke Modification of Mortgage and a trust, by authority set forth in, therein mentioned, and on oath executed the Modification on be By Notary Public in and for the Stat My commission expires) SS) SS) Defore ND TRUST OFFICER, Christine C. Young PERSONALLY, BUT AS TRUSTEE U/T/A DATED nown to me to be an authorized trustee or agent of the trust documents or, by authority of statute, in stated that he or she is authorized to execute the shalf or the trust. Residing at Commission Expires 05/05/2016 Commission Expires 05/05/2016	f the trust that executed the cluntary act and deed of the for the uses and purposes his Modification and in fact Sale St. 130
		SOME OF THE OWNER OWNER OF THE OWNER OWN

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4215276	(Continued)	Page 5			
30 April 10)				
LENDER ACKNOWLEDGMENT					
STATE OF	ì				
) SS				
COUNTY OF COOK)				
, authorized a jert for Mand acknowledged said instrument authorized by MB Financial Bank, therein mentioned, and on oath sa	before many special before	and foregoing instrument Financial Bank, N.A., duly for the uses and purposes			
executed this said instrument on be	Residing at				
Notary Public in and for the State of	of ILO	28llw			
My commission expires	JAMIE NOTARY PUBLIC, My Commission E	S. CHOI STATE OF ILLINOIS Expires 05/02/2015			
LACED DDO Londing Vor 12 1 (0.004 Copy Harland Financial Sciutions Inc. 1	1997 2013 All Rights			

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